

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

SHIELDMARK, INC.)	CASE NO. 1:12-cv-00219-DAP
)	
Plaintiff,)	JUDGE DANIEL AARON POLSTER
)	
v.)	
)	<u>JUDGMENT ENTRY</u>
ERGOMAT, LLC,)	
)	
Defendant.)	
)	

This cause came before this Court on the Motion of Plaintiff ShieldMark, Inc. (“Plaintiff”) for a Default Judgment and Permanent Injunction enjoining Defendant Ergomat, LLC. (“Defendant”). This Court finds that Defendant has failed to answer, move, or otherwise plead in response to the Plaintiff’s Complaint by June 15, 2012, as required by the Federal Rules of Civil Procedure in light of the Waiver of Service executed by Defendant, and that default was entered against Defendant by the Clerk on June 22, 2012.

The Court further finds that Plaintiff will be irreparably harmed unless the requested relief is granted, that the equities between the parties weigh in favor of granting relief, and that the public interest weighs in favor of the Permanent Injunction in question. For good cause shown, the Court finds that said Motion for Default Judgment and Permanent Injunction is well taken and grants the same.

It is, therefore, ORDERED and DECREED as follows:

1. Pursuant to Fed. R. Civ. P. 55(b), partial default judgment is entered in favor of Plaintiff ShieldMark, Inc. against Defendant Ergomat, LLC solely on the issue of liability for patent infringement. The Court finds that Defendant Ergomat, LLC has infringed on the U.S. Patent No. 8,088,480 owned by Plaintiff ShieldMark.

2. Defendant Ergomat, LLC is permanently enjoined from engaging in acts of infringement on the U.S. Patent No. 8,088,480 owned by Plaintiff ShieldMark during the duration of the U.S. Patent No. 8,088,480. Defendant Ergomat, LLC is permanently and specifically enjoined and prohibited from engaging in acts of infringement which include but are not limited to using, selling, offering to sell, promoting, manufacturing, distributing, importing, or exporting:

- a. adhesive floor tapes in widths of 8 inches or less, currently labeled by Defendant Ergomat, LLC as Durastripe Supreme and Durastripe Lean;
- b. die-cut/stamped shapes and markers from the same materials; and
- c. adhesive floor tapes and die-cut/stamped shapes and markers made with future modifications, rebranding, relabeling, changes or variations covered by claims in the U.S. Patent No. 8,088,480.

3. The terms of this Judgment Entry are fully binding on Defendant Ergomat, LLC, its agents, employees, persons in active concert and participation with them, its successors, heirs, assigns, transferees, representatives, trustees, executors and/or personal representatives.

4. In accordance with Fed. R. Civ. P. 55(b)(2)(B), the Court **RESERVES** ruling on the claims that Plaintiff ShieldMark asserted for damages in its Complaint.

IT IS SO ORDERED.

/s/Dan Aaron Polster 7/12/12
JUDGE DANIEL AARON POLSTER

Approved:

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